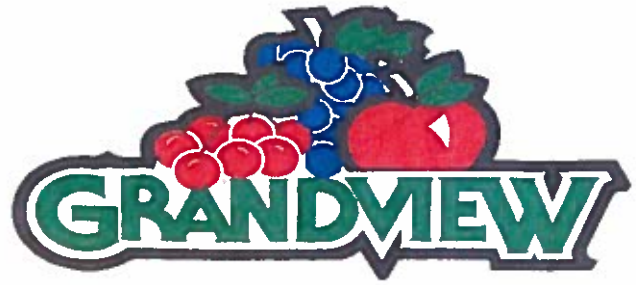


**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, JANUARY 9, 2018**



REGULAR MEETING – 7:00 PM

PAGE

1. **CALL TO ORDER & ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **PRESENTATIONS**
4. **PUBLIC COMMENT** – At this time the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
5. **CONSENT AGENDA** – Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.
 - A. Minutes of the December 12, 2017 Committee-of-the-Whole meeting 1-2
 - B. Minutes of the December 12, 2017 Council meeting 3-8
 - C. Payroll Electronic Fund Transfers (EFT) Nos. 5874-5878 in the amount of \$85,380.75
 - D. Payroll Electronic Fund Transfers (EFT) Nos. 5880-5885 in the amount of \$93,928.42
 - E. Payroll Check Nos. 10014-10062 in the amount of \$112,728.06
 - F. Payroll Direct Deposit 12/1/17-12/15/17 in the amount of \$102,677.15
 - G. Payroll Direct Deposit 12/16/17-12/31/17 in the amount of \$107,004.91
 - H. Claim Check Nos. 114213-114384 in the amount of \$357,140.23
6. **ACTIVE AGENDA** – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).
 - A. Ordinance No. 2018-1 providing for the annexation of property known as the Port of Grandview & Higgins Family Annexation to the City of Grandview pursuant to the petition method, and incorporating the same within the corporate limits thereof, providing for the assumption of existing indebtedness, requiring said property to be assessed and taxed at the same rate and basis as other property within said City, adopting a comprehensive land use plan, and changing the official zoning map of the City 9-13
 - B. Resolution No. 2018-1 authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement for the FY 2019 Overlay Project, Multiple Locations, TIB Project Number 3-E-183(007)-1 East Wine Country Road from SVID canal crossing to east City limits 14-21
7. **UNFINISHED AND NEW BUSINESS**
8. **CITY ADMINISTRATOR AND/OR STAFF REPORTS**
9. **MAYOR & COUNCILMEMBER REPORTS**
10. **EXECUTIVE SESSION** – Property Matters (15 minutes)
11. **ADJOURNMENT**

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING MINUTES
DECEMBER 12, 2017**

1. CALL TO ORDER

Mayor Norm Childress called the Committee-of-the-Whole meeting to order at 6:00 p.m., in the Council Chambers at City Hall.

2. ROLL CALL

Present were: Mayor Childress and Councilmembers Gay Brewer, Mike Everett, Dennis McDonald, Gloria Mendoza, Bill Moore, Javier Rodriguez, Joan Souders.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Police Chief Kal Fuller, Assistant Public Works Director Marty Groom and City Clerk Anita Palacios.

3. PUBLIC COMMENT – None

4. NEW BUSINESS

A. Economic Development Powerpoint Presentation

City Administrator Arteaga provided a Powerpoint presentation on economic development activities.

Discussion took place.

Following discussion, the C.O.W. concurred to continue the discussion on economic development to the January 23, 2018 C.O.W. meeting.

City Administrator Arteaga requested that Council provide their questions regarding economic development to him by the first of January in order to research and formulate his answers.

On motion by Councilmember Souders, second by Councilmember Moore, the C.O.W. moved the following items from the C.O.W. Agenda to the December 12, 2017 regular Council Agenda and placed under Unfinished and New Business for consideration:

- **Ordinance providing for the annexation of property known as the Port of Grandview & Higgins Family Annexation to the City of Grandview pursuant to the petition method, and incorporating the same within the corporate limits thereof, providing for the assumption of existing indebtedness, requiring said property to be assessed and taxed at the same rate and basis as other property within said City, adopting a comprehensive land use plan, and changing the official zoning map of the City**
- **Resolution approving a Memorandum of Agreement by and between the City of Grandview and Teamsters Local No. 760 Police Sergeants-Patrol Regarding Retirement Handgun Retention**

- **Resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement for the FY 2019 Overlay Project, Multiple Locations, TIB Project Number 3-E-183(007)-1 East Wine Country Road from SVID canal crossing to east City limits**
- **2018 YVCOG General Membership Member & Alternate Designation**

Councilmember Everett voted in opposition.

5. **OTHER BUSINESS** – None

6. **ADJOURNMENT**

The study session adjourned at 7:00 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
DECEMBER 12, 2017**

1. CALL TO ORDER

Mayor Norm Childress called the regular meeting to order at 7:00 p.m. in the Council Chambers at City Hall.

Present were: Mayor Childress and Councilmembers Gaylord Brewer, Mike Everett, Dennis McDonald, Bill Moore, Gloria Mendoza, Javier Rodriguez and Joan Souders.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Police Chief Kal Fuller and City Clerk Anita Palacios.

2. PLEDGE OF ALLEGIANCE

Councilmember McDonald led the pledge of allegiance.

3. PRESENTATIONS

A. Introduction of New Public Works Department Employees

City Administrator/Public Works Director Arteaga introduced the following new employees of the Public Works Department:

- Marty Groom, Assistant Public Works Director
- Albert Rodriguez, Public Works Maintenance Technician
- Orlando Santos, Public Works Maintenance Technician

4. PUBLIC COMMENT – None

5. CONSENT AGENDA

Councilmember Brewer requested that the minutes of the November 14, 2017 Committee-of-the-Whole meeting be removed from the Consent Agenda and placed under Unfinished and New Business for discussion.

On motion by Councilmember Everett, second by Councilmember Rodriguez, Council approved the Consent Agenda consisting of the following:

- A. Minutes of the November 28, 2017 Committee-of-the-Whole meeting**
- B. Minutes of the November 28, 2017 Council meeting**
- C. Payroll Electronic Fund Transfers (EFT) Nos. 5864-5869 in the amount of \$145,051.79**
- D. Payroll Check Nos. 9980-10013 in the amount of \$35,754.89**
- E. Payroll Direct Deposit 11/16/17 – 11/30/17 in the amount of \$164,203.64**
- F. Claim Check Nos. 114125-114212 in the amount of \$139,112.04**

6. **ACTIVE AGENDA**

A. **Resolution No. 2017-51 amending Chapter 7 of the Personnel Policy Manual relating to sick leave to comply with Initiative 1443 (paid sick leave)**

This item was previously discussed at the October 23, 2017 special C.O.W. meeting.

On motion by Councilmember Everett, second by Councilmember Moore, Council approved Resolution No. 2017-51 amending Chapter 7 of the Personnel Policy Manual relating to sick leave to comply with Initiative 1443 (paid sick leave).

B. **Municipal Engineering Services Request for Statement of Qualifications (2018-2020) HLA Engineering and Land Surveying, Inc.**

This item was previously discussed at the November 14, 2017 and November 28, 2017 C.O.W. meetings.

On motion by Councilmember Everett, second by Councilmember McDonald, Council selected the Municipal Engineering Services Request for Statement of Qualifications (2018-2020) from HLA Engineering and Land Surveying, Inc., as the most qualified municipal engineering firm and directed staff to negotiate a three-year engineering services agreement, in accordance with State Law, for Council consideration at the next Committee-of-the-Whole meeting.

C. **Resolution No. 2017-52 accepting the bid and authorizing the Grandview Herald as the Official City Newspaper for the year 2018**

This item was previously discussed at the November 28, 2017 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Souders, Council approved Resolution No. 2017-52 accepting the bid and authorizing the Grandview Herald as the Official City Newspaper for the year 2018.

D. **Resolution No. 2017-53 approving the City of Grandview's 2009 General Sewer Plan Amendment No. 1 to address the existing sewer truck main improvements**

This item was previously discussed at the November 28, 2017 C.O.W. meeting.

On motion by Councilmember Souders, second by Councilmember Rodriguez, Council approved Resolution No. 2017-53 approving the City of Grandview's 2009 General Sewer Plan Amendment No. 1 to address the existing sewer truck main improvements.

E. **Resolution No. 2017-54 approving the Animal Control Services Agreement between the City of Grandview and the Yakima Humane Society**

This item was previously discussed at the November 28, 2017 C.O.W. meeting.

On motion by Councilmember Rodriguez, second by Councilmember McDonald, Council approved Resolution No. 2017-54 approving the Animal Control Services Agreement between the City of Grandview and the Yakima Humane Society.

F. Resolution No. 2017-55 authorizing the Mayor to sign the Interlocal Cooperative Agreement between the Grandview School District and the City of Grandview regarding supervised afterschool activities for students

This item was previously discussed at the November 28, 2017 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Everett, Council approved Resolution No. 2017-55 authorizing the Mayor to sign the Interlocal Cooperative Agreement between the Grandview School District and the City of Grandview regarding supervised afterschool activities for students.

G. Ordinance No. 2017-15 adopting the budget and confirming tax levies for revenue to carry on the government for the fiscal year ending December 31, 2018

This item was previously discussed at the October 16, 2017, October 23, 2017, October 30, 2017, November 6, 2017 and November 13, 2017 special budget meetings.

Councilmember Brewer requested that the elliptical/stair step machine in the amount of \$8,700 be removed from the 2018 Police Department budget.

On motion by Councilmember Everett, second by Councilmember Moore, Council approved Ordinance No. 2017-15 adopting the budget and confirming tax levies for revenue to carry on the government for the fiscal year ending December 31, 2018.

H. Ordinance No. 2017-16 amending the City of Grandview 2018 non-union salary schedule

This item was previously discussed at the October 16, 2017, October 23, 2017, October 30, 2017, November 6, 2017 and November 13, 2017 special budget meetings.

On motion by Councilmember Mendoza, second by Councilmember Souders, Council approved Ordinance No. 2017-16 amending the City of Grandview 2018 non-union salary schedule.

7. UNFINISHED AND NEW BUSINESS

A. December 26, 2017 C.O.W. and Council Meeting Cancellation

On motion by Councilmember Mendoza, second by Councilmember Rodriguez, Council cancelled the December 26, 2017 Committee-of-the-Whole and Council meetings due to a lack of agenda items.

B. Minutes of the November 14, 2017 Committee-of-the-Whole Meeting

On motion by Councilmember Souders, second by Councilmember Everett, the minutes of the November 14, 2017 Committee-of-the-Whole meeting were approved with Councilmember Brewer's addendum and City Attorney Plant's e-mail dated December 8, 2017 attached.

C. **Ordinance providing for the annexation of property known as the Port of Grandview & Higgins Family Annexation to the City of Grandview pursuant to the petition method, and incorporating the same within the corporate limits thereof, providing for the assumption of existing indebtedness, requiring said property to be assessed and taxed at the same rate and basis as other property within said City, adopting a comprehensive land use plan, and changing the official zoning map of the City**

City Clerk Palacios explained that the City received a Letter of Intent and Petition for Annexation and Rezone signed by the Port of Grandview and Lois Higgins Family LLC to annex Parcel No. 230910-33001 to be known as the Puterbaugh Business Park to the City of Grandview. At the August 8, 2017 meeting, Council accepted the proposed annexation and referred the land use proposal to the Hearing Examiner to conduct the public hearing process. On September 6, 2017, a public hearing was held before the Hearing Examiner to receive comments on the proposed Annexation and Rezone. On September 26, 2017, a closed record public hearing was held before the Council. Following the hearing, the Council accepted the Hearing Examiner's conclusions and recommendation that the Port of Grandview and Lois Higgins Family LLC Petition for Annexation of Parcel No. 230910-33001 be approved with M-1 Light Industrial zoning. The Council also approved Resolution No. 2017-37 authorizing the petition to annex and providing for transmittal of said petition to the Yakima County Boundary Review Board for a 45-day review prior to taking final action. On October 11, 2017, staff submitted a Notice of Intention to the Yakima County Boundary Review Board (BRB) for a 45-day review period. The 45-day filing period lapsed on November 25, 2017 and the annexation was deemed approved by the BRB. An ordinance finalizing the annexation process was presented for consideration.

Discussion took place.

On motion by Councilmember Gloria, second by Councilmember Moore, the C.O.W. moved an Ordinance providing for the annexation of property known as the Port of Grandview & Higgins Family Annexation to the City of Grandview pursuant to the petition method, and incorporating the same within the corporate limits thereof, providing for the assumption of existing indebtedness, requiring said property to be assessed and taxed at the same rate and basis as other property within said City, adopting a comprehensive land use plan, and changing the official zoning map of the City to the January 9, 2018 regular Council meeting for consideration.

D. **Resolution approving a Memorandum of Agreement by and between the City of Grandview and Teamsters Local No. 760 Police Sergeants-Patrol Regarding Retirement Handgun Retention**

Police Chief Fuller explained that this item was discussed at the November 14, 2017 C.O.W. meeting. At that meeting following discussion, Council directed the City Administrator, City Attorney and Police Chief to draft an agreement to allow an officer to retain his duty firearm upon retirement for consideration at a future meeting. A Memorandum of Agreement between the City and Teamsters Local No. 760 Police Sergeants-Patrol allowing an officer with 20 years of service to the Grandview Police Department to keep their service handgun following retirement was presented for consideration. The Memorandum of Agreement was prepared by the City Attorney and reviewed by the Teamsters Representative.

Discussion took place.

On motion by Councilmember Everett, second by Councilmember Mendoza, the C.O.W. referred the Memorandum of Agreement by and between the City and Teamsters Local No. 760 Police Sergeants-Patrol regarding retirement handgun retention back to the City Attorney, Police Chief and City Administrator for revisions to address issues regarding the value on the handgun and transparency in the process of surplusing the handgun to the retiring officer.

E. Resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement for the FY 2019 Overlay Project, Multiple Locations, TIB Project Number 3-E-183(007)-1 East Wine Country Road from SVID canal crossing to east City limits

City Administrator Arteaga explained that the City submitted a Transportation Improvement Board (TIB) grant funding application to the 2017 Arterial Preservation Program in the amount of \$707,013 for a grind and overlay of West Fifth Street from Euclid to Grandridge and East Wine Country Road from SVID canal crossing to east City limits. On November 17, 2017, the City was awarded FY 2019 Overlay Project funding from the Washington State Transportation Improvement Board (TIB) in the amount of \$310,617 for the East Wine Country Road from SVID canal crossing to east City limits grind and overlay project. The City would be required to provide a 10% local match in the amount of \$34,513 which would be funded through the Transportation Benefit District. The project was scheduled for construction in the spring of 2018. The Fuel Tax Grant Agreement with TIB for the grant funding was presented for Council consideration. Unfortunately, the West Fifth Street from Euclid to Grandridge section was not funded.

Discussion took place.

On motion by Councilmember Brewer, second by Councilmember McDonald, the C.O.W. moved a resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement for the FY 2019 Overlay Project, Multiple Locations, TIB Project Number 3-E-183(007)-1 East Wine Country Road from SVID canal crossing to east City limits to the January 9, 2018 regular Council meeting for consideration.

F. 2018 YVCOG General Membership Member & Alternate Designation

City Administrator Arteaga explained that each year, Council appointed a member and alternate to represent the City as voting members of the YVCOG General Membership. Members and alternates must be chosen from elected officials. In the past, Mayor Childress was appointed as the member and Mayor Pro Tem Moore was appointed as the alternate. Both agreed to be re-appointed as voting members of the YVCOG General Membership for the City of Grandview.

Discussion took place.

On motion by Councilmember Souders, second by Councilmember Mendoza, Council approved the 2018 City designations of Mayor Norm Childress as the YVCOG General Membership Member and Mayor Pro Tem Bill Moore as the YVCOG General Membership Alternate.

8. CITY ADMINISTRATOR AND/OR STAFF REPORTS

2018 Sealcoat Program – City Administrator Arteaga recommended the 2018 Sealcoat Program include West Fifth Street from Euclid to Grandridge. This section of West Fifth Street was recently not funded for a grind and overlay from the Transportation Improvement Board. He recommended it be added to the 2018 Sealcoat Program for preservation purposes in an attempt to reapply for funding in the future.

WWTP Design Criteria Update Engineering Report – City Administrator Arteaga reported that on December 4, 2017, he received a letter from the Washington State Department of Ecology indicating that Ecology had reviewed and approved the City of Grandview Wastewater Treatment Facilities Design Criteria Update Engineering Report that was submitted on March 22, 2012.

9. MAYOR & COUNCILMEMBER REPORTS

Yakima Valley Homeless Planning & Policy Council – Councilmember Souders attended the Yakima Valley Homeless Planning & Policy Council meeting today. She reported that there would be no cold weather shelter location in the Lower Valley.

10. EXECUTIVE SESSION – Property Matters

Mayor Childress adjourned the meeting to an executive session at 8:15 p.m., for approximately 15 minutes to discuss property matters per RCW 42.30.110(1)(c) with the aforementioned Mayor, Councilmembers, City Attorney, City Administrator and City Clerk present. The meeting resumed at 8:30 p.m., with the aforementioned Mayor, Council and staff present.

No action was taken.

11. ADJOURNMENT

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council adjourned the meeting at 8:30 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

ORDINANCE NO. 2018-1

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
PROVIDING FOR THE ANNEXATION OF PROPERTY KNOWN AS THE PORT OF
GRANDVIEW & HIGGINS FAMILY ANNEXATION TO THE CITY OF GRANDVIEW
PURSUANT TO THE PETITION METHOD, AND INCORPORATING THE SAME
WITHIN THE CORPORATE LIMITS THEREOF, PROVIDING FOR THE ASSUMPTION
OF EXISTING INDEBTEDNESS, REQUIRING SAID PROPERTY TO BE ASSESSED
AND TAXED AT THE SAME RATE AND BASIS AS OTHER PROPERTY WITHIN
SAID CITY, ADOPTING A COMPREHENSIVE LAND USE PLAN, AND CHANGING
THE OFFICIAL ZONING MAP OF THE CITY**

WHEREAS, the City of Grandview, Washington received a petition for annexation, known as the Port of Grandview & Higgins Family Annexation, of certain real property pursuant to RCW 35A.14.120, a legal description of which is attached hereto on Exhibit "A"; and

WHEREAS, that said petition set forth the fact that the City Council of the City of Grandview required the assumption of City indebtedness by the area requesting to be annexed; and

WHEREAS, prior to filing of said petition, the City Council had indicated a tentative approval of said annexation; and

WHEREAS, petitioners further understood the proposed zoning of said area proposed for annexation would be M-1 Light Industrial zoning for Parcel No. 230910-33001; and

WHEREAS, notices of hearing before the Hearing Examiner and the City Council were published in the manner as provided by law; and

WHEREAS, all property within the territory so annexed shall be subject to and is a part of the Comprehensive Plan of the City of Grandview as presently adopted or as is hereafter amended; and

WHEREAS, the Council of the City of Grandview has determined that the best interests and general welfare of the city would be served by the annexation; and

WHEREAS, prior to the City Council taking final action, the City Clerk submitted a "Notice of Intention" to the Yakima County Boundary Review Board pursuant to RCW 36.93.090; and

WHEREAS, on November 27, 2017, the Yakima Boundary Review Board notified the City that the 45-day review period lapsed on the "Notice of Intention" and the annexation was deemed approved by the Boundary Review Board,

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GRANDVIEW DO ORDAIN, as follows:

SECTION 1. There has been filed with the City Council of the City of Grandview, a petition in writing signed by property owners owning a majority of the assessed value of the property proposed for annexation hereinafter described on Exhibit "A"; that said petition set forth the fact that the City Council of the City of Grandview required the assumption of City indebtedness by the area requesting to be annexed; that prior to filing of said petition, the City Council had on August 8, 2017 agreed to consider the annexation as proposed in the Letter of Intent; and that petitioners further understood the proposed zoning of said area proposed for annexation would be M-1 Light Industrial zoning for Parcel No. 230910-33001.

SECTION 2. September 6, 2017 was set as the date for the open record public hearing before the Hearing Examiner and September 26, 2017 was set as the date for the closed record public hearing on said petition before the Grandview City Council; notice of such hearings were published in the Daily Sun News, a newspaper of general circulation in the City of Grandview; notice of such hearings was also posted in three public places within the territory proposed for annexation; notice of such hearings was also mailed to owners of property within three hundred feet of the territory proposed for annexation; and said notice specified the time and place of such hearings and invited interested persons to appear and voice approval or disapproval of the annexation.

SECTION 3. The territory proposed by said petition to be annexed to the City of Grandview is situated in the County of Yakima in the State of Washington, is contiguous, approximate and adjacent to the present corporate limits of said City, and is more particularly described in Exhibit "A," which is attached hereto and incorporated in full by this reference.

SECTION 4. The territory set forth in this ordinance and for which said petition for annexation as filed should be and is hereby made a part of the City of Grandview.

SECTION 5. Pursuant to the terms of the annexation petition, all property within this territory annexed hereby shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessment or taxes in payment of any bonds issued or debts contracted prior to or existing at the date of annexation.

SECTION 6. All property within the territory so annexed shall be subject to and a part of the Comprehensive Plan of the City of Grandview as presently adopted or as is hereafter amended.

SECTION 7. All property within the territory so annexed shall be and hereby is zoned M-1 Light Industrial zoning for Parcel No. 230910-33001.

SECTION 8. This ordinance shall take effect and be in full force five (5) days after its passage and publication as provided by law.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on January 9, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 1/10/18

EFFECTIVE: 1/15/18

EXHIBIT "A"

**City of Grandview
Port of Grandview/Lois Higgins Family, LLC Annexation
HLA Project#17007
July 17, 2017**

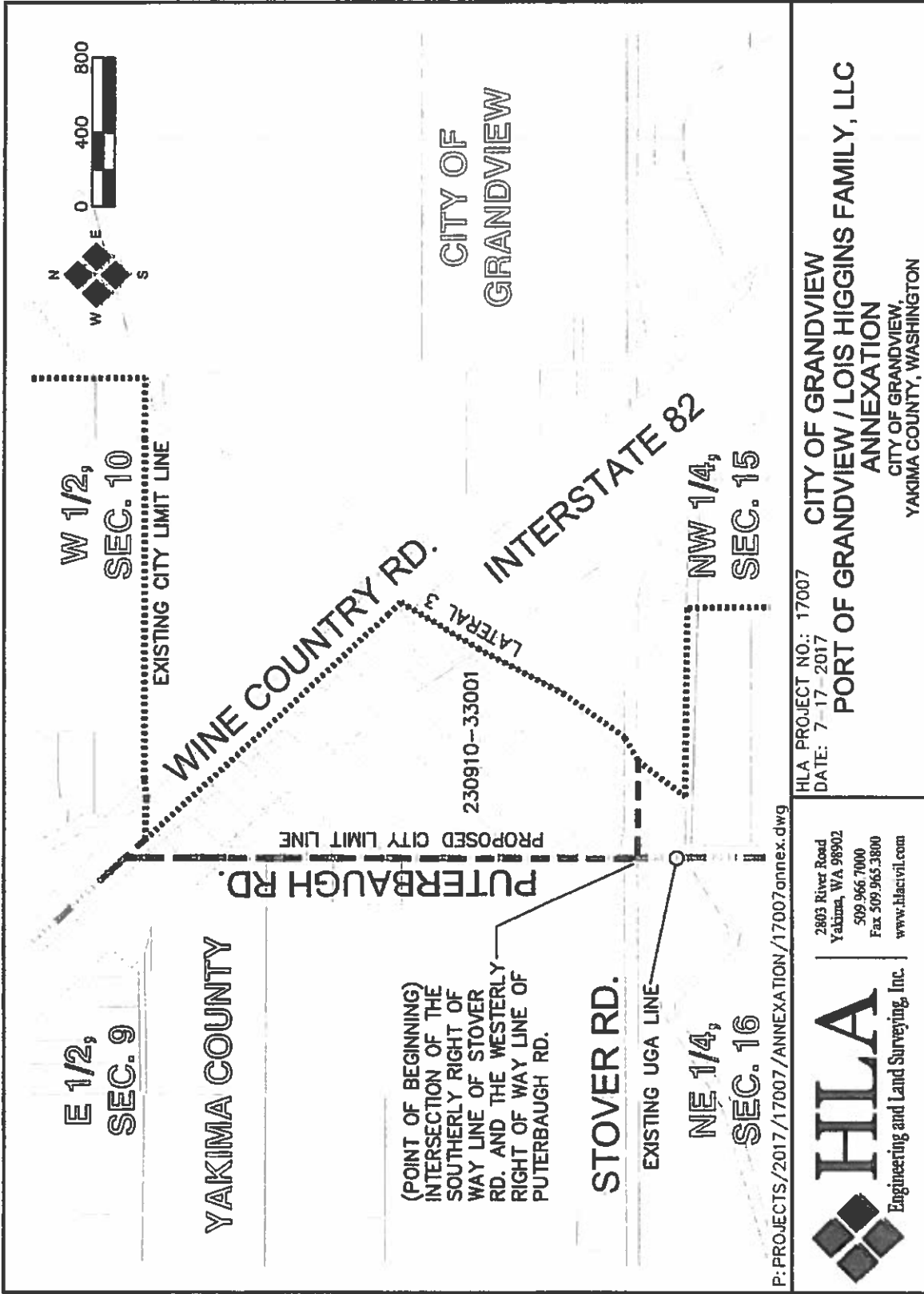
Annexation Area

That part of the East half of Section 9, the West half of Section 10, the Northwest quarter of Section 15 and the Northeast quarter of Section 16, Township 9 North, Range 23 East, W.M., described as follows:

Beginning at the intersection of the Southerly right of way line of Stover Road and the Westerly right of way line of Puterbaugh Road;
Thence East along said Southerly right of way line of Stover Road to the Easterly right of way line of Drainage District No. 9 Lateral 3;
Thence Northeasterly along said Easterly right of way line to the Southwesterly right of way line of Wine Country Road;
Thence Northwesterly along said Southwesterly right of way line to the Northerly extension of the Westerly right of way line of Puterbaugh Road;
Thence South along said Westerly right of way line and its Northerly extension to the Point of Beginning;

Situate in Yakima County, State of Washington.





P: PROJECTS/2017/17007/ANNEXATION/17007annex.dwg

HLA PROJECT NO.: 17007
 DATE: 7-17-2017
 CITY OF GRANDVIEW
 PORT OF GRANDVIEW / LOIS HIGGINS FAMILY, LLC
 ANNEXATION
 CITY OF GRANDVIEW,
 YAKIMA COUNTY, WASHINGTON

2803 River Road
 Yakima, WA 98902
 509.966.7000
 Fax 509.965.3800
 www.hla civil.com

HLA
 Engineering and Land Surveying, Inc.

RESOLUTION NO. 2018-1

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE WASHINGTON STATE
TRANSPORTATION IMPROVEMENT BOARD FUEL TAX GRANT AGREEMENT
FOR THE FY 2019 OVERLAY PROJECT 3-E-183(007)-1 EAST WINE COUNTRY
ROAD FROM SVID CANAL CROSSING TO EAST CITY LIMITS**

WHEREAS, the City of Grandview has been selected by the Washington State Transportation Improvement Board to receive TIB funds in the amount of \$310,617 for the FY 2019 Overlay Project on East Wine Country Road from the SVID canal crossing to the east City limits, and

WHEREAS, the City must execute a Fuel Tax Grant Agreement setting forth the terms and conditions and the regulations by which the City must comply in order to receive said funding,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, AS FOLLOWS:

The Mayor is hereby authorized to sign the Fuel Tax Grant Agreement between the City of Grandview and the Washington State Transportation Improvement Board in the form as is attached hereto and incorporated herein by reference for the FY 2019 Overlay Project 3-E-183(007)-1 East Wine Country Road from SVID canal crossing to east City limits.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on January 9, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



City of Grandview
3-E-183(007)-1
FY 2019 Overlay Project
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Grandview
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the FY 2019 Overlay Project, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Grandview, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$310,617 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.

b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.

c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer Date

Executive Director Date

Print Name

Print Name

Arterial Preservation Program (APP)
Approved Segment Listing

GRANDVIEW

FY 2019 Overlay Program

Street	Termini	Pavement Length	Pavement Width
Wine Country Road	Canal Crossing to east side of Bleyhl	1,150 feet	33 feet
Wine Country Road	McCreadie Road to City Limits	1,900 feet	28 feet



**Transportation Improvement Board
Project Funding Status Form**

Agency: **GRANDVIEW**

TIB Project Number: **3-E-183(007)-1**

Project Name: **FY 2019 Overlay Project
Multiple Locations**

Verify the information below and revise if necessary.

Return to:
Transportation Improvement Board
PO Box 40901
Olympia, WA 98504-0901

PROJECT SCHEDULE

	Target Dates
Construction Approval Date	
Contract Bid Award	
Contract Completion	

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
GRANDVIEW	34,513	
WSDOT	0	
Federal Funds	0	
TOTAL LOCAL FUNDS	34,513	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

Signature

Date

Printed or Typed Name

Title

Financial Officer

Signature

Date

Printed or Typed Name

Title